

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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SARAH B. JARNICKI,

Civil Action No.: 18-cv-10631

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES  
LLC; EXPERIAN INFORMATION  
SOLUTIONS, INC.; TRANS UNION LLC;  
AMERICAN HONDA FINANCE  
CORPORATION; BARCLAYS BANK  
DELAWARE; CHASE BANK USA, N.A.;  
DISCOVER BANK; DFS SERVICES LLC  
d/b/a DISCOVER NETWORK f/k/a  
DISCOVER FINANCIAL SERVICES LLC;  
PNC BANK, NATIONAL ASSOCIATION;

**ANSWER OF DEFENDANT DISCOVER  
PRODUCTS, INC. sued erroneously herein  
as DF SERVICES, LLC d/b/a DISCOVER  
NETWORK f/k/a DISCOVER  
FINANCIAL SERVICES LLC**

Defendant.

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Defendant Discover Products, Inc., erroneously sued herein as Discover Bank and DFS Services LLC d/b/a Discover Network f/k/a Discover Financial Services LLC (“Discover”) by its attorneys of record, hereby responds to the Complaint of Plaintiff Sarah B. Jarnicki (“Plaintiff”) filed in the above-referenced action as follows:

**INTRODUCTION**

1. Answering Paragraph 1 of the Complaint, Discover admits only that Plaintiff has brought this action against Defendants alleging claims for actual, statutory, and punitive damages as well as costs and attorneys’ fees under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”) and the New York Fair Credit Reporting Act and New York General Business Law §380, *et seq.* (“NY FCRA”). Discover denies that it violated any provision of the FCRA or NY

FCRA and further denies that Plaintiff is entitled to any of the damages or relief that she seeks in the Complaint. Discover further denies Plaintiff's characterization of the FCRA and NY FCRA as incomplete and inaccurate.

2. Paragraph 2 of the Complaint contains recitations of law to which no response is required. To the extent a response is required, Discover denies any allegation or attempt to characterize the law beyond the statutory text that is asserted by Plaintiff in Paragraph 2.

3. Paragraph 3 of the Complaint contains recitations of law to which no response is required. To the extent a response is required, Discover denies any allegation or attempt to characterize the law beyond the statutory text that is asserted by Plaintiff in Paragraph 3.

4. Answering Paragraph 4 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, Discover admits only that it furnishes credit information relating to its customers' accounts with Discover to credit reporting agencies ("CRAs"). The remaining allegations of this paragraph contain legal conclusions to which no response is required. To the extent a response is required, the remaining allegations are denied.

5. Answering Paragraph 5 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, Discover denies furnishing "inaccurate derogatory information" to the CRAs regarding Plaintiff, and denies the remaining allegations in the paragraph.

6. Answering Paragraph 6 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, Discover admits only that it furnishes credit information relating to its customers' accounts with Discover to the CRAs.

7. Answering Paragraph 7 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

8. Paragraph 8 of the Complaint pertains to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

9. Answering Paragraph 9 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

10. Answering Paragraph 10 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

**JURISDICTION AND VENUE**

11. Answering Paragraph 11 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

12. Answering Paragraph 12 of the Complaint, Discover does not dispute that subject matter jurisdiction is appropriate based on a federal question, but only to the extent that Plaintiff can establish concrete injury. The remaining allegations of this paragraph contain legal conclusions to which no response is required.

13. Answering Paragraph 13 of the Complaint, Discover does not dispute that subject matter jurisdiction of Plaintiff's state law claims is appropriate, but only to the extent that Plaintiff can establish concrete injury. The remaining allegations of this paragraph contain legal conclusions to which no response is required.

14. Answering Paragraph 14 of the Complaint, Discover denies that in engaged in any wrongful or unlawful conduct as alleged by Plaintiff. The remaining allegations of this paragraph contain legal conclusions to which no response is required.

**PARTIES**

15. Answering Paragraph 15 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

16. Answering Paragraph 16 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

17. Paragraph 17 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

18. Paragraph 18 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

19. Paragraph 19 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

20. Paragraph 20 of the Complaint pertains to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

21. Paragraph 21 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient

information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

22. Paragraph 22 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

23. Paragraph 23 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

24. Answering Paragraph 24 of the Complaint, Discover admits that it does business in New York and that it has a place of business at 2500 Lake Cook Road, Riverwoods, IL 60015. The remaining allegations of this paragraph contain legal conclusions to which no response is required. To the extent a response is required, the remaining allegations are denied.

25. Answering Paragraph 25 of the Complaint, Discover admits that it does business in New York and that it has a place of business at 2500 Lake Cook Road, Riverwoods, IL 60015. The remaining allegations of this paragraph contain legal conclusions to which no response is required. To the extent a response is required, the remaining allegations are denied.

26. Paragraph 26 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient

information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

**FACTS**  
**Identity Theft**

27. Answering Paragraph 27 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

28. Answering Paragraph 28 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

29. Answering Paragraph 29 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

30. Answering Paragraph 30 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

31. Answering Paragraph 31 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

32. Answering Paragraph 32 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

33. Answering Paragraph 33 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

34. Answering Paragraph 34 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

35. Answering Paragraph 35 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

36. Answering Paragraph 36 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

**Discovery of Identity Theft**

37. Answering Paragraph 37 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

38. Answering Paragraph 38 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

39. Answering Paragraph 39 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

40. Answering Paragraph 40 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

41. Answering Paragraph 41 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

42. Answering Paragraph 42 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

43. Answering Paragraph 43 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

**Report of the Identity Theft**

44. Answering Paragraph 44 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

45. Answering Paragraph 45 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

46. Answering Paragraph 46 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

47. Answering Paragraph 47 of the Complaint, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

**Furnisher Dispute**

48. Answering Paragraph 48 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, Discover admits only that on or about December 25, 2017 Discover received a completed fraud affidavit from Plaintiff disputing certain account transactions, but denies Plaintiff's characterization of the transactions as "unauthorized" and denies the remaining allegations of the paragraph.

49. Answering Paragraph 49 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

50. Answering Paragraph 50 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

#### **Tradeline Dispute**

51. Paragraph 51 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

52. Paragraph 52 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

53. Answering Paragraph 53 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, Discover admits that it received notice of the Plaintiff's disputes

from Experian, Equifax, and TransUnion. Discover further denies that it failed to comply with the FCRA and denies any remaining allegations contained in the paragraph.

54. Answering Paragraph 54 of the Complaint, the allegations are denied.

55. Paragraph 55 of the Complaint pertains to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

56. Paragraph 56 of the Complaint pertains to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

57. Paragraph 57 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

58. Paragraph 58 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

59. Paragraph 59 of the Complaint pertains to a Defendant other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient

information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

60. Paragraph 60 of the Complaint pertains to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

61. Answering Paragraph 61 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

**Defendants' Failure to Comply with the FCRA and NYFCRA**

62. Answering Paragraph 62 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

63. Answering Paragraph 63 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

64. Answering Paragraph 64 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as

to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

65. Answering Paragraph 65 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

### **Damages**

66. Answering Paragraph 66 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

67. Answering Paragraph 67 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

68. Answering Paragraph 68 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

69. Answering Paragraph 69 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as

to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

**First Cause of Action**  
**Violations of the FCRA § 1681s-2(b)**  
**Against All Furnisher Defendants**

70. Answering Paragraph 70 of the Complaint, Discover incorporates its response to Paragraphs 1-69 of the Complaint as though fully set forth herein.

71. Answering Paragraph 71 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

72. Answering Paragraph 72 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

73. Answering Paragraph 73 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

74. Answering Paragraph 74 of the Complaint, to the extent the allegations pertain to another Defendant, Discover is without sufficient information or knowledge to form a belief as

to the truth of the allegations of this paragraph, and on that basis, denies them. To the extent the allegations pertain to Discover, the allegations are denied.

**Second Cause of Action**  
**Violations of the FCRA § 1681e(b), § 1681c-2, and § 1681i**  
**Against the CRA Defendants**

75. Answering Paragraph 75 of the Complaint, Discover incorporates its response to Paragraphs 1-74 of the Complaint as though fully set forth herein.

76. Answering Paragraph 76 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

77. Answering Paragraph 77 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

78. Answering Paragraph 78 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

79. Answering Paragraph 79 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required,

Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

80. Answering Paragraph 80 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

81. Answering Paragraph 81 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

**Third Cause of Action**  
**Violations of NY FCRA § 380-f and § 380-i**  
**Against the CRA Defendants**

82. Answering Paragraph 82 of the Complaint, Discover incorporates its response to Paragraphs 1-81 of the Complaint as though fully set forth herein.

83. Answering Paragraph 83 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

84. Answering Paragraph 84 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required,

Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

85. Answering Paragraph 85 of the Complaint, the allegations pertain to Defendants other than Discover, and as such, no response is required. To the extent a response is required, Discover is without sufficient information or knowledge to form a belief as to the truth of the allegations of this paragraph, and on that basis, denies them.

Answering Plaintiff's Prayer for Relief, Discover denies that Plaintiff is entitled to any damages, attorneys' fees, punitive damages, injunctive relief, or any other relief based on the allegations set forth in the Complaint.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE (Failure to State a Claim)**

Plaintiff's claims fail to allege facts sufficient to state any cause of action upon which relief can be granted.

#### **SECOND AFFIRMATIVE DEFENSE (Equitable Defenses)**

Plaintiff's claims are barred by the equitable doctrine of laches, estoppel, and waiver.

#### **THIRD AFFIRMATIVE DEFENSE (Fault of Plaintiff and/or Others)**

If Plaintiff suffered or sustained any loss, injury, damage, or detriment, the same was directly and proximately caused and contributed to by the breach, conduct, acts, omissions,

activities, carelessness, recklessness, negligence, and/or intentional misconduct of Plaintiff or of others, and not Discover.

FOURTH AFFIRMATIVE DEFENSE  
(No Damages)

Plaintiff's claims may be barred in whole or in part because the Plaintiff has suffered no actual, concrete injury, has not sought to recovery for any actual, concrete injury and therefore has no standing to bring a statutory claim.

FIFTH AFFIRMATIVE DEFENSE  
(Justification)

The acts and omissions alleged in the Complaint were justified, proper, legal, fair, and not done in degradation of Plaintiff's rights or legal interests.

SIXTH AFFIRMATIVE DEFENSE  
(Failure to Mitigate Damages)

Plaintiff has failed, in whole or in part, to mitigate Plaintiff's alleged damages.

SEVENTH AFFIRMATIVE DEFENSE  
(Good Faith/Conformance with Applicable Standards)

With respect to all matters alleged in the Complaint, Discover at all times acted in good faith and in conformance with all applicable government and industry standards, thus precluding any recovery by Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE  
(Compliance with Law)

Discover met or exceeded the requirements of all applicable statutes, laws, regulations, and standards applicable to Discover.

NINTH AFFIRMATIVE DEFENSE  
(Lack of Malice)

Discover specifically denies that it acted with any willfulness, oppression, fraud or malice towards Plaintiff or others.

TENTH AFFIRMATIVE DEFENSE  
(Accuracy/Completeness of Information Furnished)

The statements or representations made by Discover, as alleged in the Complaint, were accurate and complete when made or reasonably believed to be accurate and complete based upon the information then available to Discover.

ELEVENTH AFFIRMATIVE DEFENSE  
(Several Liability)

Should Plaintiff prevail against Discover, Discover's liability is several and limited to its own actionable segment of fault, if any.

TWELFTH AFFIRMATIVE DEFENSE  
(Reservation of Rights)

Discover has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. Discover therefore reserves the right to assert additional affirmative defenses in the event discovery indicates that they may be appropriate.

WHEREFORE, Discover prays:

1. That Plaintiff takes nothing by way of the Complaint;
2. That judgment be entered in favor of Discover and against Plaintiff;

3. That Discover be granted such other relief as the Court deems just and proper.

DATED: January 18, 2019

REED SMITH LLP

/s/ Jason M. Brown

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